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March 21, 2000

Via Courier

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

RECEIVED
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MAR 21 2000
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Re: EME Communications, Inc.
RM-9794
Salem, Florida

Dear Ms. Salas:

EME Communications, New South Radio of Florida, Inc. and Southbridge Radio Corporation, by their attorneys, hereby file an original and five copies of the "Joint Request for Approval of Settlement Agreement and Withdrawal of Petition for Rule Making."

Questions regarding EME Communications may be directed to John S. Neely, Esq., Miller & Miller, 1990 M Street, NW, Suite 760, Washington, DC 20036 at (202) 785-2720. Questions regarding New South Radio of Florida, Inc. and Southbridge Radio Corporation may be directed to the undersigned.

Respectfully submitted,

A handwritten signature in black ink that reads "David G. O'Neil". The signature is fluid and cursive.

David G. O'Neil

DGO:do
Enclosures (6)

cc(w/encl): Ms. Kathleen Scheuerle (Room 3-A247

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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In re Petition of)
)
NEW SOUTH RADIO OF FLORIDA, INC.)
)
Application for Construction Permit for)
Minor Modification of Facilities of)
WIMV(FM), Madison, Florida)
)
Amendment of Section 73.202(b))
Table of Allotments)
FM Broadcast Stations)
(Salem, Florida))

File No. BPH-19991214

RM-9794

RECEIVED
MAR 21 2000
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

To: Mass Media Bureau (Policy and Rules)

**JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT
AND WITHDRAWAL OF PETITION FOR RULE MAKING**

EME Communications, ("EME"), New South Radio of Florida, Inc. ("New South") and Southbridge Radio Corporation ("Southbridge") (collectively, the "Parties"), pursuant to Section 1.420(j) of the Commission's Rules and by their attorneys, hereby respectfully request the Commission to: (1) approve the Settlement Agreement appended hereto as Exhibit 1; and (2) approve the withdrawal of the Petition for Rule Making filed by EME on December 10, 1999. Grant of the Settlement Agreement and withdrawal of EME's Petition will serve the public interest by removing the mutual exclusivity between EME's Petition and an application to upgrade the facilities of WIMV(FM), thereby eliminating an obstacle to WIMV(FM) providing wide-area service to the public. In support of this Joint Request, the following is shown:

1. New South is the licensee of WIMV(FM), Madison, Florida. New South and Southbridge have pending before the Commission an application for assignment of license of WIMV(FM) from New South to Southbridge (File No. BALH-19991123AAH).

2. On December 14, 1999, New South filed an application for construction permit for a minor change in its licensed facilities to upgrade its facilities (File No. BPH-19991214ACM) (the "New South Application"). The New South Application seeks a one-step upgrade of WIMV(FM) from a Class A to Class C3 facility on Channel 274, the station's present channel. The New South Application remains pending before the Commission, with a targeted date for granting the application of March 14, 2000.

3. On December 10, 1999, EME filed a petition for rule making requesting the allotment of Channel 273A to Salem, Florida (the "EME Petition"). The allotment of Channel 273A to Salem is mutually exclusive with New South's application for a one-step upgrade of WIMV(FM). The Commission has not yet issued a *Notice of Proposed Rule Making* in response to the EME Petition.

4. During the past three months, the Parties have met on a regular basis in an effort to reach a peaceful resolution of the mutual exclusivity between the two matters. The Parties have reached an agreement and entered into the Settlement Agreement, attached hereto as Exhibit 1. Pursuant to the terms of the Settlement Agreement: (1) EME shall withdraw the EME Petition; (2) the Parties shall seek FCC approval of the Settlement Agreement; and (3) Southbridge Radio shall reimburse EME for its reasonable and prudent legal expenses not to exceed two thousand dollars (\$2,000.00) for preparing, filing and prosecuting the EME Petition.

5. The proposed settlement is in the public interest. The settlement resolves the mutual exclusivity between the New South Application and the EME Petition and removes an obstacle to permitting the Commission to grant the New South Application. Grant of the New

South Application will permit New South to upgrade the facilities of WIMV(FM) and provide improved service to the public.

6. The Settlement Agreement complies with Section 1.420(j) of the Commission's Rules because none of the Parties will receive any monetary consideration in excess of their reasonable and prudent legal expenses. Neither New South nor Southbridge Radio will receive any monetary consideration. EME Communications will receive only monetary consideration, but not in excess of its reasonable and prudent expenses. The requisite declarations are attached as Exhibit 2. The settlement is thus in accordance with Section 1.420(j) of the Commission's Rules. Grant of this Settlement Agreement will fully resolve this proceeding, and allow for the grant of the construction permit for WIMV(FM).

WHEREFORE, because the proposed settlement is in compliance with applicable statutes and regulations and otherwise in furtherance of the public interest, EME Communications, New South Radio of Florida, Inc. and Southbridge Radio Corporation respectfully request that the Commission approve the Settlement Agreement and approve the withdrawal of the EME Petition.

Respectfully submitted,

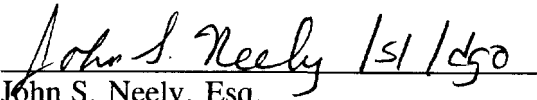
**NEW SOUTH RADIO OF FLORIDA, INC.
SOUTHBRIDGE RADIO CORPORATION**



David G. O'Neil

Rini, Coran & Lancellotta, P.C.
1350 Connecticut Avenue, N.W.
Suite 900
Washington, DC 20554
(202) 296-2007

EME COMMUNICATIONS



John S. Neely, Esq.
Miller & Miller, P.C.
1990 M Street, NW
Suite 760
Washington, DC 20036

March 21, 2000

Its Attorneys

EXHIBIT 1
SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** (the "Agreement") is made and entered into this 17th day of March, 2000 by and among EME Communications, a sole proprietorship ("EME"); New South Radio of Florida, Inc., a Florida corporation ("New South"); and Southbridge Radio Corporation, a Massachusetts corporation ("Southbridge") (singularly a "Party" and collectively, the "Parties").

WHEREAS, New South is the licensee of FM Radio Broadcast Station WIMV(FM), 102.7 MHz, Madison, Florida (the "Station");

WHEREAS, New South and Southbridge have pending before the Federal Communications Commission (the "FCC") an application for assignment of license of the Station from New South to Southbridge (File No. BALH-19991123AAH) (the "Assignment Application");

WHEREAS, New South has pending before the FCC an application for construction permit for a minor change in the licensed facilities of the Station (File No. BPH-1991214ACM) (the "New South Application");

WHEREAS, EME has filed a petition for rule making requesting the allotment of Channel 273A to Salem, Florida (the "EME Petition");

WHEREAS, the New South Application and the EME Petition are mutually exclusive;

WHEREAS, EME agrees to withdraw the EME Petition in exchange for consideration from Southbridge and Southbridge agrees to pay said consideration in exchange for withdrawal of the EME Petition; and

WHEREAS, EME, New South and Southbridge recognize that settlement among the Parties will serve the public interest by expediting the provision of improved service to the public.

A G R E E M E N T

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Withdrawal of EME Petition. In exchange for the consideration specified in Section 2, the Parties shall file with the FCC a Joint Request as described in Section 3 seeking

FCC approval for the withdrawal of the EME Petition and approval for the performance of the obligations set forth in this Agreement.

2. Consideration. In consideration for withdrawal of the EME Petition, Southbridge agrees to pay EME the sum of Two Thousand Dollars (\$2,000.00) upon a Final Order from the FCC approving the withdrawal of the EME Petition and approval of this Agreement. For purposes of this Agreement, the term "Final Order" means an action by the FCC as to which: (i) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (ii) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition or application has passed; (iii) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (iv) no appeal to a court, or request for stay by a court, of the FCC's action is pending or in effect, and the deadline for filing any such appeal or request has passed. Southbridge shall deposit the Two Thousand Dollars (\$2,000.00) with the law firm of Miller & Miller, P.C. by March 21, 2000, who shall not disburse the money until the conditions of this Agreement are satisfied. The interest shall be delivered to Southbridge Radio.

3. Joint Request for Approval of Settlement Agreement. No later than March 21, 2000, the Parties shall file this Agreement with the FCC. On the same date, the Parties shall file with the FCC a Joint Request ("Joint Request") seeking approval of the Agreement and withdrawal of the EME Petition. The Joint Request shall be filed pursuant to, and comply with, Section 1.420(j) of the FCC's Rules and shall have attached thereto properly executed declarations.

4. Cooperation. The Parties shall cooperate and use their respective best efforts in the preparation and filing of all FCC filings and related documents that shall be necessary or appropriate to consummate the transactions contemplated by this Agreement, including, but not limited to, appeals, applications and petitions, as appropriate, of any adverse rulings by the FCC or delegated authorities of the FCC, provided, however, that each party shall be responsible for its own expenses defending issues raised as to its qualifications to be a licensee, or to enter into this Agreement. No Party shall have any further obligation to prosecute this Agreement or the Joint Request after a termination as set forth in Section 8 hereof. The Parties hereto shall cause all such filings to be made as soon as reasonably practicable following the execution of this Agreement, and each of them shall prosecute such filings with all reasonable diligence and otherwise cooperate with each other, take no action adverse to one another and use their best efforts to obtain the requisite FCC consent and approval promptly so that a Final Order may be obtained at the earliest possible date.

5. Expenses. Except as otherwise provided herein, each Party to this Agreement shall bear its own expenses in relation to this Agreement, the filings and transactions contemplated thereby to obtain approval of this Agreement, and withdrawal of the EME Petition.

6. FCC Approval. This Agreement is expressly entered into subject to approval by the FCC, and shall be void unless the FCC shall approve it. Should the FCC refuse to approve this Agreement, then the Parties hereby agree that they will immediately make good faith efforts to resolve each FCC objection in order to obtain FCC approval if such resolution would not require that the FCC's approval contain any terms, restrictions or qualifications which materially limit or conflict with any of the rights of the Parties set forth or contemplated herein.

7. Indemnification. Each Party undertakes and agrees, for a period from the Execution Date hereunder through six (6) months after the expiration of applicable statutes of limitation for any third party claims, to hold the other Party and their successors and assigns harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by the Party arising from breach or other violation by the defaulting Party of any of the covenants, warranties and representations contained in this Agreement, provided that they shall not have been corrected by the Indemnifying Party within thirty (30) days after receipt of written notice to the Indemnifying Party. The foregoing indemnity is intended by the Parties to cover all acts, suits, proceedings, claims, demands, assessments, and adjustments with respect to any and all specific matters set forth in this indemnity. In the event that any claim is asserted against either Party that, if established, would constitute a breach of any of the covenants, warranties, representations or undertakings contained in this Agreement, the Indemnifying Party shall promptly give the Indemnified Party written notice of such claim; provided, however, that no delay in notice shall affect either Party's rights hereunder. Within ten (10) days thereafter, the Indemnifying Party shall inform the Indemnified Party, in writing, whether the Indemnifying Party will defend such claim. Should the Indemnifying Party elect not to defend, the Indemnified Party may defend such claim. In either event, the Indemnifying Party shall be liable for the reasonable costs of such defense. The obligations created by this section shall survive the Agreement.

8. Termination. This Agreement may be terminated as follows:

8.1. Satisfaction of the conditions contained in Sections 2 and 3;

8.2. By mutual written consent of the Parties;

8.3. By any of the Parties if there has been a material breach of any representation, warranty, covenant or agreement on the part of the Parties set forth in this Agreement, which breach shall not have been cured within twenty days (20) following receipt by the breaching Party of written notice of such breach; provided that the Party terminating the Agreement is not in material default; or

8.4. By any of the Parties if a court of competent jurisdiction or other governmental entity shall have issued an order, decree or ruling or taken any other actions (which order, decree or ruling the Parties hereto shall use their best efforts to

lift), in each case permanently restraining, enjoining, or otherwise prohibiting the transactions contemplated by this Agreement, if such order, decree, ruling or other actions shall become final and not appealable.

9. Survival. The Agreement shall terminate as provided for in Section 8 and have no further force and effect. The foregoing notwithstanding, the provisions of Section 7 shall survive the Agreement.

10. Amendment and Modification. No waiver of any term or provision of this Agreement, and no amendment of this Agreement, shall be valid or effective unless in writing and executed by the Party against whom enforcement of such waiver or amendment is sought.

11. Waiver of Compliance. Any failure on the part of any of the Parties to comply with any obligation, covenant, or condition contained herein may be waived only if set forth in an instrument in writing signed by the Party or Parties to be bound thereby, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any other failure.

12. Severability. If any term or other provision of this agreement is invalid, illegal or incapable of being enforced by any rule or applicable law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.

13. Written Agreement to Govern. This Agreement constitutes the entire understanding between the Parties relating to the subject it covers and supersedes all prior agreements, letters of intent or understandings, both written and oral, between the Parties with respect to the subject matter hereof. There are no representations or warranties, agreements or covenants other than those expressly set forth in this Agreement. By signing below, the Parties hereto acknowledge that they have read this Agreement and are fully cognizant of each provision herein.

14. Governing Law/Arbitration. The Agreement and all terms hereof shall be governed and interpreted under the laws of the State of Florida.

15. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and their successors and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

16. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties, whether by operation of law or otherwise, without the express written consent of the other Party. The foregoing notwithstanding, Southbridge may assign its rights, interests or obligations under this Agreement to an entity in which Jeffrey D. Shapiro has a controlling interest without the prior written consent of the other Parties.

17. Headings. The headings of the sections of this Agreement are for the convenience of reference only, and do not form a part hereof, and in no way define, limit, describe, modify, interpret or construe the meanings of the Parties, the scope of this Agreement or the intent of any section hereof.

18. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the Parties hereto; notwithstanding that the Parties are not signatory to the original or the same counterpart. This Agreement shall be effective as of the date on which the executed counterparts are exchanged by the Parties.

19. Notice. Any notices, requests, consents, waivers or other communications required or permitted to be given hereunder (a "Notice") shall be in writing and shall be deemed to have been given: (i) if personally delivered, upon delivery or refusal of delivery; (ii) if mailed or sent via registered or certified United States mail, return receipt requested, postage prepaid, upon delivery or refusal of delivery; or (iii) if sent by Federal Express or comparable overnight courier service, upon delivery or refusal of delivery. All notices, consents, waivers, or other communications required or permitted to be given hereunder shall be addressed to the respective Party to whom such notice, consent, waiver or other communication relates at the following addresses:

If to EME:

Mr. Clyde Scott, Jr.
EME Communications
293 JC Saunders Road
Moultrie, GA 31768
(fax) (912) 985-0864

with copies to (which shall not constitute Notice):

John S. Neely, Esq.
Miller & Miller, P.C.
1990 M Street, NW
Suite 760
Washington, DC 20036
(fax) (202) 775-8519

If to New South:

Mr. Randy Williams
New South Radio of Florida, Inc.
1212 Southwest Lee Street
Madison, FL 32340

If to Southbridge Radio:

Mr. Jeffrey D. Shapiro
Southbridge Radio Corporation
Routes 12 and 103
Claremont, NH 03743
(fax) (603) 542-3780

with copies to (which shall not constitute Notice):

David G. O'Neil, Esq.
Rini, Coran & Lancellotta, P.C.
1350 Connecticut Avenue, N.W.
Suite 900
Washington, DC 20036
(fax) (202) 429-0551

or as the intended shall otherwise specify by Notice.

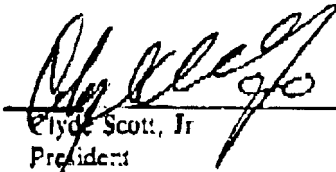
20. No Party Deemed Drafter. No Party will be deemed the drafter of this Agreement and if this Agreement is construed by a court of law such court should not construe this Agreement or any provision against any Party as its drafter.

21. Authority. Each signatory to this Agreement warrants and represents that it has full legal authority to enter, execute and carry out this Agreement.

22. Remedies on Default. In the event that either EME or Southbridge default in the performance of the terms of this Agreement, the Party not in default shall have available to it all remedies at law or equity to which it is entitled under Florida State Law. In any legal action among the Parties with respect to the enforcement of provisions of this Agreement, the prevailing party shall be entitled to, in addition to any remedies at law or equity, the recovery of reasonable attorney's fees. The Parties agree to submit themselves to the jurisdiction of any court of competent jurisdiction located in the State of Florida Law. The foregoing notwithstanding, the Parties hereto agree that the New South Application is unique and in the event of a default on the part EME, Southbridge shall be entitled to specific performance in addition to any other remedies available.

IN WITNESS WHEREOF, the Parties have executed into this Agreement as of the year and date first above written.

EME COMMUNICATIONS

By: 
Clyde Scott, Jr.
President

Witness

NEW SOUTH RADIO OF FLORIDA, INC.

By: _____
Randy Williams
President

Witness

SOUTHBRIDGE RADIO CORPORATION

By: _____
Jeffrey D. Shapiro
President

Witness

IN WITNESS WHEREOF, the Parties have executed into this Agreement as of the year and date first above written.

EME COMMUNICATIONS

By: _____
Clyde Scott, Jr.
President

Witness

NEW SOUTH RADIO OF FLORIDA, INC.

By: Randy Williams
Randy Williams
President

Bhonda Vickers

Bhonda Vickers
Witness

SOUTHBRIDGE RADIO CORPORATION

By: _____
Jeffrey D. Shapiro
President

Witness

IN WITNESS WHEREOF, the Parties have executed into this Agreement as of the year and date first above written.

EME COMMUNICATIONS

By: _____
Clyde Scott, Jr.
President

Witness

NEW SOUTH RADIO OF FLORIDA, INC.

By: _____
Randy Williams
President

Witness

SOUTHBRIDGE RADIO CORPORATION

By: _____
Jeffrey D. Shapiro
President

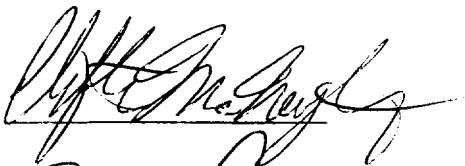
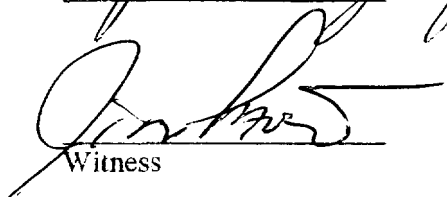


Witness

EXHIBIT 2
DECLARATIONS

Channel 273A Salem, Florida
RM-9794

AFFIDAVIT OF CLYDE SCOTT, Jr.

I, Clyde Scott, Jr., a principal in EME Communications, ("EME") declare under penalty of perjury that the following statement is true and correct to the best of my knowledge and belief.

This declaration is submitted in conjunction with a Settlement Agreement pursuant to the terms of which EME agrees to withdraw its petition for rulemaking seeking to allot Channel 273A at Salem, Florida (RM-9794), in exchange for certain consideration to be paid by Southbridge Radio Corporation, the proposed assignee for station WIMV(FM) in FCC File No. BALH-19991123AAH.)

Pursuant to the terms of the attached settlement agreement, EME hereby seeks to withdraw its expression of interest in allotting Channel 273A at Salem, Florida.

I hereby certify that the consideration described in the attached Settlement Agreement is the only money or other consideration that EME and its principals will receive in exchange for withdrawal of its expression of interest and that this amount does not exceed EME's legitimate and prudent expenses made in this proceeding. Documentation supporting the amount of these expenses is attached hereto.

3/20/00
DATE

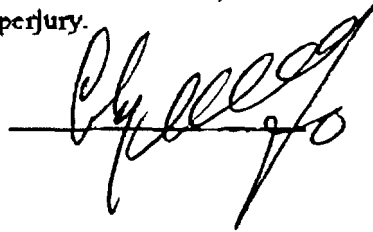

Clyde Scott, Jr.

DECLARATION

I, Clyde Scott, Jr., have expended the following amounts with regard to my petition for rule making to allot channel 273A to Salem, Florida.

Travel expense for three round trips to Salem, Florida, for investigation (268 miles per trip) 804 miles @ .75 per mile	\$ 603.00
Long distance telephone (estimated)	30.00
UPS Overnight delivery service (2 @ \$15)	<u>30.00</u>
	TOTAL \$ 663.00
Legal	1,134.84
	Grand Total \$ <u>1,797.84</u>

I declare the foregoing to be true under penalty of perjury.



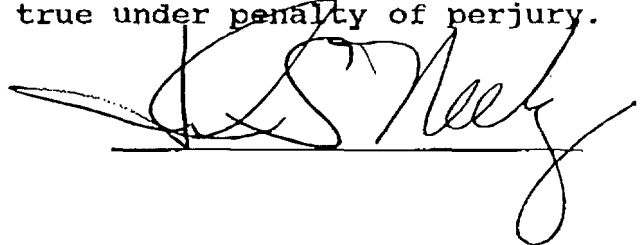
March 17, 2000

DECLARATION

1. I, John S. Neely, am an attorney with the law firm of Miller & Miller, P.C., legal counsel to EME Communications, petitioner to amend the §73.202 of the FCC's rules by allotting a Channel 273A at Salem, Florida.

2. EME Communications has paid or owes a total of \$1,134.84 to Miller & Miller, P.C., for legal services and disbursements relevant to the petition for rule making, settlement agreement, and joint request for approval of settlement agreement. Disbursements were made for copying and printing, delivery, postage, telephone and facsimile charges. The amount of these fees and disbursements are based upon the normal and customary rates charged by this law firm.

I declare the foregoing to be true under penalty of perjury.

A handwritten signature in black ink, appearing to read "J S Neely", is written over a horizontal line.

March 20, 2000

DECLARATION OF RANDY WILLIAMS

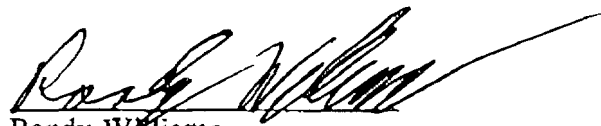
I, Randy Williams, declare under penalty of perjury that the following statement is true and correct.

I am President of New South Radio of Florida, Inc. ("New South"), the proposed assignor of FM Radio Broadcast Station WIMV, Madison, Florida (File No. BPH-19991123AAH). New South has pending an application for construction permit for minor modification of WIMV (File No. BPH-19991214ACM) (the "New South Application"). This Declaration is in support of a Settlement Agreement pursuant to which EME Communications agrees to withdraw its petition for rule making for allotment of Channel 273A at Salem, Florida (the "EME Petition") in exchange for certain consideration from Southbridge Radio Corporation, the proposed assignee. The Settlement Agreement will also permit the Federal Communications Commission ("FCC") to grant the New South Application.

The Settlement Agreement serves the public interest because it removes the mutual exclusivity between the EME Petition and the New South Application, avoids potential litigation between the applicants, conserves FCC resources and will expedite grant of the New South Application, thereby permitting WIMV to provide improved service to the public.

I hereby declare that other than as specified in the Settlement Agreement, no consideration has been paid to EME for the dismissal of the EME Petition.

I declare under the penalty of perjury that the foregoing is true and correct.


Randy Williams

Signed and dated this 17th day of March, 2000

DECLARATION OF JEFFREY D. SHAPIRO

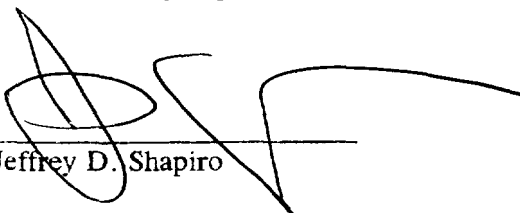
I, Jeffrey D. Shapiro, declare under penalty of perjury that the following statement is true and correct.

I am President of Southbridge Radio Corporation ("Southbridge"), the proposed assignee of FM Radio Broadcast Station WIMV, Madison, Florida (File No. BPH-19991123AAH). New South Radio of Florida, Inc. ("New South"), the proposed assignor, has pending an application for construction permit for minor modification of WIMV (File No. BPH-19991214ACM) (the "New South Application"). This Declaration is in support of a Settlement Agreement pursuant to which EME Communications agrees to withdraw its petition for rule making for allotment of Channel 273A to Salem, Florida (the "EME Petition") in exchange for certain consideration from Southbridge. The Settlement Agreement will also permit the Federal Communications Commission ("FCC") to grant the New South Application.

The Settlement Agreement serves the public interest because it removes the mutual exclusivity between the EME Petition and the New South Application, avoids potential litigation between the applicants, conserves FCC resources and will expedite grant of the New South Application, thereby permitting WIMV to provide improved service to the public.

I hereby declare that other than as specified in the Settlement Agreement, no consideration has been paid to EME for the dismissal of the EME Petition.

I declare under the penalty of perjury that the foregoing is true and correct.



Jeffrey D. Shapiro

Signed and dated this 17th day of March, 2000